Issue No.	Issue Description	Sage Language	Sage Rationale	SBC Language	SBC Rationale	Arbitrator's Decision
1	What obligations	Article XXVII, Section	Sage should only	Article XXVII, Section	In other	
	do the parties have	<u>27.16.3</u> :	have the obligation	<u>27.16.3</u> :	jurisdictions,	
	for Incollect		to make good faith		SBC has taken	
	charges, which are	Incollects: For messages	efforts to bill and	SBC opposes the entirety	the position that	
	associated with	that originate from a	collect the	of Sage's proposed	the ABS	
	certain SBC-	number other than the	Incollects, but	language. Instead, SBC	Appendix is	
	provided or other	billing number and that	should not bear	proposes its ABS	appropriate	
	third party-	are billable to CLEC	responsibility to	Appendix, which is	because, in	
	provided calls,	customers (Incollects),	SBC for	attached to the petition as	SBC's view, it	
	such as collect	SWBT will provide the	uncollectible	part of the redlined	requires the	
	calls, calling card	rated messages it	charges. Sage	contract language.	CLEC to take	
	calls, and third	receives from the	respectfully offers		responsibility for	
	party calls, that are	CMDS1 network or	several reasons for	Article VI, Section	the charges of	
	not originated by a	which SWBT records	this conclusion:	<u>6.3.4.1</u> :	the CLEC's local	
	Sage customer, but	(non-ICS) to CLEC for			customers.	
	rather are accepted	billing to CLEC's end	First, Sage, as the	Neither party shall be		
	by a Sage	users. SWBT will	local carrier, has no	liable to the other for any		
	customer?	transmit such data on a	role in or	fraud associated with a		
		daily basis. SWBT will	knowledge of the	party's end user's		
		credit CLEC the Billing	provision of the	accounting including 1+		
		and Collection (B&C)	collect call service;	IntraLATA toll and		
		fee for billing the	has no role or	ported numbers, unless		
		Incollects. The B&C	authority over	such fraud is determined		
		credit will be provided	SBC's rates for the	to have been committed		
		in accordance with the	collect call service;	by an employee or other		
		procedures set forth in	bases its bills for	person under the control		
		Article XXXVIII of the	Incollect charges	of one of the parties (in		
		Agreement and the	solely on SBC-	which case, the party that		
		credit will be \$0.03 per	provided and rated	committed the fraud shall		
		billed message. CLEC	records; and, does	be liable for the fraud). If		
		and SWBT have	not receive any	the fraud is committed by		
		stipulated that a per	revenues from the	an end user, neither party		
		message charge for	incollect calls	is liable for the fraud, but		
		SWBT's transmission of	beyond the	both parties reserve the		
		Incollect messages to	nominal billing and	right to pursue the		
		CLEC is applicable, and	collection fee of 3	appropriate remedies		
		SWBT will bill CLEC	cents. In contrast,	against the end user.		
		for the transmission	the originating	CLEC will not be liable		
		charge.	party, which is	for Alternatively Billed		

charge.

Uncollectible charges are defined as Incollect charges billed to CLEC by SWBT which are not able to be collected by **CLEC from CLEC's** end users despite collection efforts by **CLEC.** This term does not include rejects, unbillables, or adjustments. The definition of uncollectibles should include fraudulent charges to the extent that the fraudulent charges otherwise also meet the criteria of uncollectible.

Article VI, Section 6.3.4.1:

Neither party shall be liable to the other for any fraud associated with a party's end user's accounting including 1+ IntraLATA toll and ported numbers, unless such fraud is determined to have been committed by an employee or other person under the control of one of the parties (in which case, the party that committed the fraud shall

generally SBC or its affiliates, provides the collect call service: sets the tariffed rates for the service; is the originator of all call records associated with the collect call; and, receives the revenues. Therefore, SBC should take responsibility for uncollectible charges.

Second, the first paragraph of Sage's proposed language is identical to the language that the state commissions in Michigan and Wisconsin approved for the interconnection agreements between AT&T and SBC and the Texas commission approved for the agreement between Sage and SBC. To avoid any future disputes with SBC over the proper interpretation of the first paragraph,

Service ("ABS"). ABS is a service that allows End Users to bill calls to account(s) that might not be associated with the originating line. There are three types of ABS calls: calling card, collect, and third number billed calls.

Article VII, Section 7.1.5:

The Originating Party shall provide to the **Terminating Party** sufficient information regarding uncollectibles and Customer adjustments. The Terminating Party shall pass through the adjustments to the information provider. Final resolution regarding all disputed adjustments shall be solely between the Originating Party and the information provider. **CLEC** will not be liable for uncollectible charges.

be liable for the fraud). If	Sage drafted the
the fraud is committed by	second paragraph
an end user, neither party	to clarify the
is liable for the fraud, but	definition of
both parties reserve the	uncollectible
right to pursue the	charges, consistent
appropriate remedies	with the recent
against the end user.	arbitration award
CLEC will not be liable	issued by the Texas
for Alternatively Billed	commission on this
Service ("ABS"). ABS	issue. (To Sage's
is a service that allows	knowledge, Texas
End Users to bill calls to	is the only state
account(s) that might not	commission to
be associated with the	issue a decision on
originating line. There	the incollect issue
are three types of ABS	in dispute in this
calls: calling card, collect,	proceeding.)
and third number billed	
calls.	Third, SBC's
	proposed ABS
Article VII, Section 7.1.5:	Appendix is based
	on the incorrect
The Originating Party	premise that
shall provide to the	CLECs are
Terminating Party	financially
sufficient information	responsible for
regarding uncollectibles	between 65 and
and Customer	100 percent of
adjustments. The	SBC's incollects
Terminating Party shall	that are
pass through the	uncollectible.
adjustments to the	SBC's proposal is
information provider.	unreasonable,
Final resolution regarding	which is why no
all disputed adjustments	state commission
shall be solely between	(to Sage's
the Originating Party and	knowledge) has
the information provider.	approved of SBC's
CLEC will not be liable	approach or ABS

		for uncollectible	Appendix in a			
		charges.	contested			
		charges.	arbitration.			
			aromanon.			
			Finally, Sage			
			respectfully urges			
			the Commission to			
			approve Sage's			
			language because it			
			is inequitable to			
			require Sage to			
			make SBC whole			
			when the end user			
			fails to pay SBC			
			for SBC's incollect			
			services (whether			
			through fraud or			
			otherwise).			
2	What are the	Sage is proposing the	Sage respectfully	SBC is proposing its 13-	SBC did not	
2	appropriate rates,	language that the	urges the	state Appendix UNE	articulate a	
	terms, and	Michigan commission	Commission to	Combining, which is	specific rationale	
	conditions for	approved last year in Case	approve the	attached to the redlined	to Sage.	
	combinations?	No. U-12465 for UNE	contract language	interconnection	io sage.	
	comomations:	combinations. Due to the	approved by the	agreement that Sage is		
		length of the language,	Michigan	including with this		
		Sage is attaching the	commission	Petition.		
		relevant language	(Sage's proposed	1 chilon.		
		(Section 9.3) as Exhibit	language for	Schedule 9.5, Section		
		D.	Section 9.3,	9.5.1.1:		
		В.	Schedule 9.3,	<u> </u>		
		Schedule 9.5, Section	Schedule 9.5,	Subject to the terms of		
		9.5.1.1:	Section 9.5.1.1, &	Article IX, CLEC may		
		<u> </u>	Article IX, Section	order and/or request		
		Subject to the terms of	9.2.6), which	Network Elements on an		
		Article IX, CLEC may	appropriately	unbundled basis either		
		order and/or request	captures the scope	individually or as		
		Network Elements on an	of SBC's	Combinations.		
		unbundled basis either	obligations to	"Combinations," as used		
		individually or as	perform	in this Schedule, shall		
		Combinations.	combinations,	refer only to		
		Comomanons.	comomanons,	Teres only to	J	

"Combinations," as used rather than SBC's Combinations defined in in this Schedule, shall proposed language, Article IX, Section 9.11 refer only to which fails to and Appendix UNE Combinations defined in capture its Combining. Access to obligations. Sage UNEs is provided under Article IX. Section 9.11 and Appendix UNE also respectfully this ICA over such routs, technologies and facilities Combining. Access to requests adoption UNEs is provided under of its language for as SBC may elect at its this ICA over such routs, Article IX, Section own discretion. SBC will 9.3.2.1, which provide access to UNEs technologies and facilities as SBC may elect at its appropriately where technically own discretion. SBC will captures the feasible. Where facilities provide access to UNEs forward looking and equipment are not where technically costs that SBC available, SBC shall not feasible. Where facilities incurs for be required to provide and equipment are not conversions and UNE. However, CLEC available, SBC shall not new combinations. may request an, to the be required to provide The Commission is extent required by law, UNE. However, CLEC SBC may agree to provide also reviewing may request an, to the these issues in the UNEs, through the Bona extent required by law, Fide Request (BFR) upcoming SBC may agree to provide arbitration between Process. UNEs, through the Bona AT&T and SBC in Fide Request (BFR) Case No. 03-0239. Article IX, Section 9.2.6: Process. **Charges for migrating** Article IX, Section 9.2.6: of existing telecommunications When an existing service service(s) to a employed by CLEC is combination of network replaced with Elements are priced at combination(s) of total element long-run Unbundled incremental cost as set Network Elements must be forth in the Pricing physically connected at Schedule. Charges for the time of CLECs the conversion of an end request, (including a user's existing service to combination of Network **Unbundled Network** Elements), SBC-**Elements (including**

Combinations) shall be

AMERITECH will not

physically disconnect or as set forth in the separate in any other Pricing Schedule as per the applicable UNE or fashion equipment and facilities employed to **UNE Combination.** provide the service(s) **Currently offered UNE** requested unless combinations are set Charges for CLEC. forth in Table 1 herein. such transitioning of an **Charges for conversions** existing service(s) to a of combinations not combination of included in Table 1 will Unbundled Network be determined as part of Elements will be the the BFR or BFR0OC (that are pre-existing or process, as appropriate. already assembled be non-recurring and Article IX, Section recurring charges 9.3.2.1: applicable the elements included in the Charges for the combination, and the conversion of an end user's existing service to applicable service order charges as specified in Unbundled Network the attached Pricing Elements (including Schedule) are priced at Combinations) shall be as the total element longset forth in the Pricing run incremental cost as Schedule as per the set forth on the Pricing applicable UNE or UNE Schedule. Combinations. Currently offered UNE Article IX. Section combinations are set forth 9.3.2.1: in Table 1 of the schedule/amendment/ Charges for the appendix. Charges for conversion of an end conversions of existing combinations not included user's existing service to the combination Unbundled Network in will Elements schedule (including determined as part of the Combinations) shall be as set forth in the Pricing BFR or BFR OC process. Service order charges are Schedule as per the the only charges that applicable UNE or UNE

		Combinations. Currently offered UNE combinations are set forth in Table 1 of the schedule/amendment/ appendix. Charges for conversions of existing combinations not included in the combination schedule will be determined as part of the BFR or BFR OC process. Service order charges are the only charges that apply to conversions of existing combinations. Service order charges and the non-recurring charges for the individual UNEs will apply to new combinations.		apply to conversions of existing combinations. Service order charges and the non recurring charges for the individual UNEs will apply to new combinations.		
3	Should the general "change in law" provisions of the agreement apply to changes in SBC's obligations to perform combinations?	Article IX, Section 9.1 (fifth paragraph): Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, the change in law or intervening law provisions of this agreement will apply.	Yes. All other changes in the parties' obligations are addressed through the change in law provisions of Article XXIX, Section 29.4. Sage respectfully urges the Commission to reject SBC's proposed contract language, as it unreasonably singles out changes to SBC's	Article IX, Section 9.1 (fifth paragraph): Upon the effective date of any regulatory, judicial, or legislative action setting forth, eliminating, or otherwise delineating or clarifying the extent of an incumbent LEC's UNE combining obligations, SBC-13STATE shall be immediately relieved of any obligation to perform any non-included combining	SBC did not articulate a specific rationale to Sage.	

			ablications to	functions or other		
			obligations to			
			perform	actions under this		
			combinations for	Agreement or otherwise,		
			preferential	and CLEC shall		
			treatment. As best	thereafter be solely		
			Sage can tell, the	responsible for any such		
			only rationale for	non-included functions		
			SBC's proposed	or other actions. This		
			language is that	Section 3.3.2.2 shall		
			SBC desires rapid	apply in accordance		
			implementation of	with its terms,		
			any changes to its	regardless of any		
			combination	"change of law" or		
			obligations. If the	"intervening law" or		
			change in law	similarly purposed or		
			provisions are	other provision of the		
			appropriate for	Agreement and,		
			other changes in	concomitantly, the first		
			legal obligations	sentence of this Section		
			(which they are),	3.3.2.2 shall not affect		
			then they are	the applicability of any		
			appropriate for	such provisions in		
			changes in SBC's	situations not covered		
			combination	by the first sentence.		
			obligations.	by the mist sentence.		
4	Should the general	Appendix Performance	As with Issue 3,	Appendix Performance	SBC did not	
'	"change in law"	Measurements, Section	SBC is attempting	Measurements, Section	articulate a	
	provisions of the	<u>2.1</u> :	to obtain	<u>2.1</u> :	specific rationale	
	agreement apply to	<u>2.1</u> .	preferential	<u>2.1</u> .	to Sage.	
	changes in the	In the event that any of	treatment for	In the event that any of	to Bage.	
	Appendix	the provisions of this	changes in its	the provisions of this		
	Performance	Appendix, or any of the	obligations to	Appendix, or any of the		
	Measurements?	laws, regulations or	measure its	laws, regulations or		
	ivicasurcificitis!	Commission orders that	performance and	Commission orders that		
			1			
		were the basis or rationale	pay remedies for failure to meet the	were the basis or rationale		
		for such provision of this		for such provision of this		
		Appendix, are invalidated,	performance	Appendix, are invalidated,		
		modified, or stayed by	objectives. All	modified, or stayed by		
		any action of any state or	other changes in	any action of any state or		
		federal regulatory or	the parties'	federal regulatory or		

		lacialatica hadea escent	ahliaatian	lacialatica hadea escent		
		legislative body, or court	obligations are	legislative body, or court		
		or competent jurisdiction,	addressed through	or competent jurisdiction,		
		the Appendix or affected	the change in law	the Appendix or affected		
		provisions shall be	provisions of	provisions shall be		
		immediately invalidated,	Article XXIX,	immediately invalidated,		
		modified, clarified, or	Section 29.4.	modified, clarified, or		
		stayed as required to	There is no	stayed as required to		
		effectuate the subject	reasonable policy	effectuate the subject		
		order upon written request	justification for	order upon written request		
		of either Party and in	singling out SBC's	of either Party and in		
		conformance with the	performance	conformance with the		
		change in law provisions	measurement	change in law provisions		
		of this agreement. The	obligations for	of this agreement. The		
		Parties shall then	special treatment.	Parties shall then		
		immediately begin	Finally, Sage	immediately begin		
		negotiations to amend the	proposes the last	negotiations to amend the		
		Appendix with	phrase to clarify	Appendix with		
		appropriate conforming	that Sage reserves	appropriate conforming		
		language. AM-IL also	the right to contest	language. AM-IL also		
		specifically reserves the	SBC's	specifically reserves the		
		right to seek recovery of	interpretation of	right to seek recovery of		
		payments made pursuant	the alleged change	payments made pursuant		
		to this Appendix,	in law.	to this Appendix,		
		consistent with any action		consistent with any action		
		of such regulatory or		of such regulatory or		
		legislative body or court.		legislative body or court.		
		CLEC reserves all rights		CLEC reserves all rights		
		to contest AM-IL's		to contest AM-IL's		
		attempts to seek		attempts to seek recovery		
		recovery of these		of these payments.		
		payments.		or mose payments.		
5	Should Enhanced	Schedule 9.2.1, Section	No. SBC's	Schedule 9.2.1, Section	SBC did not	
-	Extended Links	9.2.1.4:	proposed language	9.2.1.4:	articulate a	
	("EELs") be		classifies all EELs		specific rationale	
	classified as new	EELs will be provided	as new	A New Enhanced	to Sage.	
	combinations and	under this Agreement in	combinations.	Extended Loop (New	Suge.	
	subject to network	accordance with all	SBC's language is	EEL) is a new		
	restrictions beyond	pertinent Commission	inappropriate	combination of UNEs		
	applicable state and	and FCC orders,	because SBC has	consisting of certain		
	federal decisions?	including the	existing loop and	Unbundled Local Loops		
	icuciai uccisions!	including the	carsung loop and	Onbunuicu Locai Loops		

C1	4	44	
Supplemental Order	transport	together with certain	
and Order Clarifying	combinations in its	Unbundled Dedicated	
Supplemental Order	network, either as	Transport (UDT), using	
referenced in 9.2.1.3.6,	existing EELs or	the appropriate cross-	
above.	special access	connects and, when	
	circuits. Those	needed, multiplexing	
	EELs would be	between the Unbundled	
	existing	Loop and UDT in a	
	combinations and	particular EEL. The	
	thus subject to the	New EEL consists of an	
	pricing and other	Unbundled Local Loop	
	legal provisions	(joining a	
	that are applicable	telecommunications	
	to existing	carrier's end user's	
	combinations.	premises and SBC-	
	SBC's language	Michigan's central office	
	also includes	serving that end user	
	several network	where the	
	descriptions that	telecommunications	
	arguably restrict a	carrier is not physically	
	CLEC's access to	collocated) connected to	
	EELs in a manner	Unbundled Dedicated	
	that is more	Transport (joining SBC-	
	restrictive than any	Michigan's central office	
	applicable state and	serving that end user to	
	federal decisions.	a telecommunications	
	Accordingly, and	carrier's collocation	
	given the	arrangement in a	
	uncertainty created	different SBC-Michigan	
	by the impending	central office in the	
	order from the FCC	same LATA.) EELs	
	in the Triennial	may be provided under	
	Review, Sage	this Agreement only in	
	respectfully	accordance with all	
	requests adoption	pertinent Commission	
	of its language.	and FCC orders (such as	
	of its language.	the final ruling on the	
		Triennial Review),	
		including the	
		Supplemental Order	

6	Can SBC apply charges for trunk rearrangements beyond the forward-looking charges necessary to perform the trunk rearrangements?	Schedule 9.2.6, Section 9.2.6.1.7.1: Where physical trunking rearrangement work is performed in the process of establishing custom routing groups for migrating Operator and DA services to CLEC, SBC- AMERITECH shall apply only those charges necessary to recover the forward-looking economic costs of performing the trunk rearrangements.	No, the charges should be limited to the forward-looking charges incurred by SBC. Sage's proposed language is from the Michigan interconnection agreement that currently exists between AT&T and SBC. SBC's proposed language, on the other hand, is inappropriate because it arguably allows SBC to double-recover customized routing costs that are recovered in other charges. This issue may be resolved by the Commission in an upcoming arbitration between AT&T and SBC.	and Supplemental Order Clarification referenced in Section 9.2.1.3.6, above. Schedule 9.2.6, Section 9.2.6.1.7.1: Where physical trunking rearrangement work is performed in the process of establishing custom routing groups for migrating Operator and DA services to CLEC, SBC- AMERITECH shall charge for performing the trunk rearrangements. Additional charges may be applicable for SBC to recover its costs in providing the customized routing for AT&T, e.g., performing translation work and building routing tables specific to AT&T's request. Charges under this Section shall be calculated pursuant to 252(d)(1).		
7	Can SBC assess branding charges on Sage before those charges are approved by the Commission?	Schedule 9.2.9, Section 9.2.9.2.2.3.1: An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of	No. SBC cannot assess branding charges on Sage prior to approval of the charges by the Commission. Unless SBC can point to a specific	Schedule 9.2.9, Section 9.2.9.2.2.3.1: An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of	SBC objected to Sage's proposed language on the grounds that it was arbitrated language from Michigan.	

AT&T specific branding.	decision by the	AT&T specific branding.	
In addition, a per call	Commission	In addition, a per call	
charge applies for every	approving SBC's	charge applies for every	
DA call handled by SBC-	proposed charges	DA call handled by SBC-	
AMERITECH on behalf	(SBC has not done	AMERITECH on behalf	
of AT&T when such	so to date), Sage's	of AT&T when such	
services are provided in	language is	services are provided in	
conjunction with the	appropriate	conjunction with the	
purchase of SBC-	because SBC	purchase of SBC-	
AMERITECH unbundled	should not be	AMERITECH unbundled	
local switching. An	allowed to assess a	local switching. An	
additional non-recurring	charge without	additional non-recurring	
charge applies per brand,	prior Commission	charge applies per brand,	
per Operator assistance	approval.	per Operator assistance	
switch, per trunk group	= *	switch, per trunk group	
for each subsequent		for each subsequent	
change to the branding		change to the branding	
announcement. If OS and		announcement. If OS and	
DA branding are loaded at		DA branding are loaded at	
the same time, one initial		the same time, one initial	
charge applies to both.		charge applies to both.	
CLEC shall be required		CLEC shall be required to	
to pay these charges		pay these charges when	
when and if they are		and if they are approved	
approved by the		by the Commission.	
Commission. Neither		Neither Party waives its	
Party waives its right to		right to argue for or	
argue for or against a		against a true up of such	
true-up of such rates		rates and reserves the	
and reserves the right to		right to so do.	
so do.			
		Schedule 9.2.9, Section	
Schedule 9.2.9, Section		<u>9.2.9.1.5.2.1</u> :	
<u>9.2.9.1.5.2.1</u> :			
		SBC-AMERITECH - An	
SBC-AMERITECH - An		initial non-recurring	
initial non-recurring		charge applies per brand,	
charge applies per brand,		per Operator Assistance	
per Operator Assistance		Switch, per trunk group	
Switch, per trunk group		for the establishment of	

for the establishment of	AT&T specific branding.
AT&T specific branding.	In addition, a per call
In addition, a per call	charge applies for every
charge applies for every	OS call handled by SBC-
OS call handled by SBC-	AMERITECH on behalf
AMERITECH on behalf	of AT&T when such
of AT&T when such	services are provided in
services are provided in	conjunction with the
conjunction with the	purchase of SBC-
purchase of SBC-	AMERITECH unbundled
AMERITECH unbundled	local switching. An
local switching. An	additional non-recurring
additional non-recurring	charge applies per brand,
charge applies per brand,	per Operator assistance
per Operator assistance	switch, per trunk group
switch, per trunk group	for each subsequent
for each subsequent	change to the branding
change to the branding	announcement. CLEC
announcement. CLEC	shall be required to pay
shall be required to pay	these charges when and if
these charges when and	they are approved by the
if they are approved by	Commission. Neither
the Commission.	Party waives its right to
Neither Party waives its	argue for or against a
right to argue for or	true up of such rates and
against a true-up of such	reserves the right to so do.
rates and reserves the	
right to so do.	Schedule 9.2.9, Section
	<u>9.2.9.7.1.1.4.1</u> :
Schedule 9.2.9, Section	
<u>9.2.9.7.1.1.4.1</u> :	An initial non-recurring
	charge applies per brand,
An initial non-recurring	per Operator Assistance
charge applies per brand,	Switch, per trunk group
per Operator Assistance	for the establishment of
Switch, per trunk group	CLEC specific branding.
for the establishment of	In addition, a per call
CLEC specific branding.	charge applies for every
In addition, a per call	OS call handled by SBC-
charge applies for every	AMERITECH on behalf

					T	
1		OS call handled by SBC-	!	of CLEC when such		
1		AMERITECH on behalf	!	services are provided in		
		of CLEC when such		conjunction with the		
		services are provided in		purchase of SBC-		
		conjunction with the		AMERITECH unbundled		
		purchase of SBC-		local switching. An		
		AMERITECH unbundled		additional non-recurring		
		local switching. An		charge applies per brand,		
		additional non-recurring		per Operator assistance		
		charge applies per brand,		switch, per trunk group		
		per Operator assistance		for each subsequent		
		switch, per trunk group		change to the branding		
		for each subsequent		announcement. CLEC		
		change to the branding		shall be required to pay		
1		announcement. CLEC	!	these charges when and if		
		shall be required to pay	ļ ,	they are approved by the		
		these charges when and		Commission. Neither		
		if they are approved by	ļ ,	Party waives its right to		
		the Commission.	ļ ,	argue for or against a		
		Neither Party waives its		true up of such rates and		
		right to argue for or	ļ ,	reserves the right to so do.		
		against a true-up of such	ļ ,			
		rates and reserves the	ļ ,			
		right to so do.				
8	Is Sage required to	Schedule 9.5, Section	No, because it is	Schedule 9.5, Section	SBC did not	
	disclose to SBC the	<u>9.5.1.2</u> :	unreasonable to	<u>9.5.1.2</u> :	articulate a	
	retail service that		require this level of		specific rationale	
	Sage intends to use	A telecommunications	detailed	A telecommunications	to Sage, beyond	
1	with an existing	carrier who submits a	information when	carrier who submits a	pointing to	
1	combination, or	request for any additional	SBC is already	request for any	SBC's Appendix	
1	detailed technical	Combination provided	providing the	additional Combination	UNE	
	information about	previously hereunder by	combination of	provided previously	Combining.	
	the existing	SBC Ameritech pursuant	UNEs. SBC's	hereunder by SBC-		
	combination, in	to the Bona Fide Request	proposed language	Ameritech pursuant to		
1	order to receive	process shall provide:	is unreasonable	the Bona Fide Request		
	continued access to		because it requires	process shall provide:		
	an existing	(a) a technical	Sage to provide a	<u> </u>		
1	combination of	description of each	detailed technical	(a) a technical		
	UNEs that SBC	requested feature,	description of the	description of each		
1		capability, functionality				

	provided through	or unbundled network	UNEs, or a	capability, functionality		
	the Bona Fide	element requested	description of	or unbundled network		
	Request ("BFR")	including specifications of	Sage's proposed	element requested		
	process?	what UNEs the	retail service, even	including specifications		
		telecommunications	though SBC is	of what UNEs the		
		carrier requests the	currently providing	telecommunications		
		Company to combine, or	the combination. If	carrier requests the		
			SBC is already	Company to combine, or		
		(b) a service provided	providing the			
		by the Company that the	combination, Sage	(b) a service provided		
		telecommunications	should be able to	by the Company that the		
		carrier wishes to provide	order the	telecommunications		
		through an ordinarily	combination using	carrier wishes to		
		combined combination of	the standard	provide through an		
		UNEs. This includes	ordering processes	ordinarily combined		
		retail services provided by	for UNEs and	combination of UNEs.		
		the Company that may be	combinations of	This includes retail		
		requested, on a UNE	UNEs.	services provided by the		
		basis.		Company that may be		
				requested, on a UNE		
				basis.		
9	Should the	Reciprocal Compensation	Yes. Schedule 1.2	Reciprocal Compensation	SBC was still	
	reciprocal	Amendment, Section	does not provide a	Amendment, Section	reviewing this	
	compensation	<u>4.10.4(a)</u> :	definition for the	<u>4.10.4(a)</u> :	issue at the end	
	attachment contain		term "Local Calls,"		of the	
	internally	Reciprocal compensation	but does contain a	Reciprocal compensation	negotiations.	
	consistent terms?	applies to transport and	definition for	applies to transport and		
		termination of Local	"Local Traffic."	termination of Local		
		Calls Traffic, as defined		Calls Traffie, as defined in		
		in Schedule 1.2.		Schedule 1.2.		
10	Should the Merger	Merger Conditions	Yes. Consistent	Merger Conditions	SBC was still	
	Conditions Pricing	Pricing Template:	with the merger	Pricing Template:	reviewing this	
	Template clarify		conditions, the		issue at the end	
	that the rates in the	These rates apply for the	rates in the	These rates apply for the	of the	
	template apply for	duration of the contract.	template should	duration of the contract.	negotiations.	
	the duration of the		apply for the			
	contract?		duration of the			
			contract.			
11	Should the pricing	Appendix Pricing, Section	Yes. Sage's	Appendix Pricing, Section	SBC was still	
	appendix specify	<u>3.3</u> :	language is	<u>3.3</u> :	reviewing this	

that "as is" conversions only subject service order charge?	to a 51.307(d), there may be	appropriate because SBC does not incur any physical work to process an "as is" conversion, beyond the activities for processing the service order that are captured in the service order charge.	Consistent with FCC Rule 51.307(d), there may be non-recurring charges for each UNE. "As is" conversions only incur a service order charge, as outlined elsewhere in the Agreement.	issue at the end of the negotiations.	
Should the contain lang that addresse resolution of for listings it SBC's OS/D databases?	yes the Serrors Ameritech may from time to time contact		Schedule 9.2.9, Section 9.2.9.8 Ameritech may from time to time contact CLEC regarding what appears to be an obvious or potential grammatical or spelling error with an individual CLEC end user listing in the Ameritech Operator Services and Directory Assistance (DA) database. Such errors could include for example an extra letter in a person's name such as Williams, or the substitution of a suffix for a person's last name, such as Alvin Senior, instead of Alvin Williams, Sr., among other obvious errors. CLEC agrees that AMERITECH may temporarily change the end user listing in the DA database, until the CLEC submits a service order to	SBC was still considering this contract language at the end of negotiations.	

end user listing in the	correct the listing.
DA database, until the	torrow the nothing.
CLEC submits a service	Schedule 9.2.9, Section
order to correct the	9.2.9.8.1
listing.	7.2.7.0.1
nsting.	CLEC agrees to submit a
Schedule 9.2.9, Section	service order to correct
9.2.9.8.1	the directory listing,
<u> </u>	which will ultimately
CLEC agrees to submit	correct the end user listing
a service order to	in the DA database or
correct the directory	advise AMERITECH that
listing, which will	the listing is correct. If
ultimately correct the	the CLEC fails to submit
end user listing in the	a change within 30 days
DA database or advise	of notification,
AMERITECH that the	AMERITECH will
listing is correct. If the	remove the temporary
CLEC fails to submit a	listing from the DA
change within 30 days of	database and the listing
notification,	will remain as is.
AMERITECH will	AMERITECH will follow
remove the temporary	up with CLEC once
listing from the DA	within the thirty day
database and the listing	period, if no service order
will remain as is.	has been issued prior to
AMERITECH will	removing the temporary
follow up with CLEC	change.
once within the thirty-	
day period, if no service	Schedule 9.2.9, Section
order has been issued	9.2.9.8.2
prior to removing the	
temporary change.	CLEC agrees
	AMERITECH has no
Schedule 9.2.9, Section	obligation to verify a DA
9.2.9.8.2	listing and assumes no
	responsibility to identify
CLEC agrees	errors. AMERITECH
AMERITECH has no	will not search for DA
obligation to verify a DA	listing errors, nor provide

responsibility to identify errors. AMERITECH will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees on the biblity to CLEC in identifying errors in the DA database or notifying CLEC further agrees that AMERITECH has no liability to CLEC in identifying errors in the DA database or notifying cLEC of errors. CLEC further agrees that DA database or notifying clec of errors. CLEC further agrees that AMERITECH shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold the party claims arising from AMERITECH harmless from any and all third party claims arising from AMERITECH armless from any and all third party tlaims arising from AMERITECH armless from any and all third party tlaims arising from AMERITECH armless from any and all third party tlaims arising from AMERITECH armless from any and all third party tlaims arising from AMERITECH armless from any and all third party tlaims arising from AMERITECH armless from any and all third party tlaims arising from AMERITECH acted with gross negligence or willful misconduct.			T		I a	I	T
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will not search for DA listing errors, nor provide for verification of DA listings. CLEC further agrees AMERITECH has no liability to CLEC in identifying errors. CLEC further agrees that AMERITECH shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold AMERITECH shall party claims arising from AMERITECH airness from any and all third party claims arising from AMERITECH temporarily correcting submits a correcting submits a correcting submits a correcting temporarily correcting temporarily correcting an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold AMERITECH harmless from any and all third party claims arising from AMERITECH acted with gross negligence or willful miscenduct.							
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notifying CLEC of errors. CLEC further agrees that AMERITECH shall have no liability for temporarily correcting what appears to be an obvious or potential grammatical or spelling error. CLEC further AMERITECH harmless from any and all third party claims arising from AMERITECH harmless from any and all third party claims arising from AMERITECH party claims arising from AMERITECH emporarily correcting service order, except where AMERITECH acted with gross negligence or willful misconduct.			identifying errors in the				
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what appears to be an obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold AMERITECH and hold AMERITECH harmless from any and all third party claims arising from any and all third party claims arising from AMERITECH acted with gross temporarily correcting an obvious or potential misconduct.			have no liability for		defend, and hold		
obvious or potential grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold AMERITECH and and all third party claims arising from any and all third party claims arising from AMERITECH from AMERITECH temporarily correcting service order, except where AMERITECH acted with gross negligence or willful misconduct.			temporarily correcting		AMERITECH harmless		
grammatical or spelling error. CLEC further agrees to indemnify, defend, and hold AMERITECH harmless from any and all third party claims arising from AMERITECH temporarily correcting an obvious or potential AMERITECH temporarily correcting service order, except where AMERITECH acted with gross temporarily correcting an obvious or potential AMERITECH temporarily correcting acted with gross negligence or willful misconduct.			what appears to be an		from any and all third		
error. CLEC further agrees to indemnify, defend, and hold AMERITECH harmless from any and all third party claims arising from AMERITECH from AMERITECH temporarily correcting service order, except where AMERITECH acted with gross temporarily correcting negligence or willful misconduct.			obvious or potential				
agrees to indemnify, defend, and hold AMERITECH harmless from any and all third party claims arising from AMERITECH temporarily correcting an obvious or potential an obvious or potential obvious or potential error, and/or CLEC's failure to submit a correcting service order, except where AMERITECH acted with gross negligence or willful misconduct.			grammatical or spelling		AMERITECH		
defend, and hold AMERITECH harmless from any and all third party claims arising from AMERITECH from AMERITECH temporarily correcting an obvious or potential and/or CLEC's failure to submit a correcting service order, except where AMERITECH acted with gross negligence or willful misconduct.			error. CLEC further				
AMERITECH harmless from any and all third party claims arising from AMERITECH acted with gross temporarily correcting an obvious or potential submit a correcting service order, except where AMERITECH acted with gross negligence or willful misconduct.			agrees to indemnify,				
from any and all third party claims arising from AMERITECH from AMERITECH temporarily correcting an obvious or potential service order, except where AMERITECH acted with gross negligence or willful misconduct.			defend, and hold		and/or CLEC's failure to		
party claims arising from AMERITECH from AMERITECH temporarily correcting an obvious or potential where AMERITECH acted with gross negligence or willful misconduct.			AMERITECH harmless				
from AMERITECH temporarily correcting an obvious or potential temporarily correcting an obvious or potential temporarily correcting an obvious or potential temporarily correcting misconduct.			from any and all third		service order, except		
temporarily correcting an obvious or potential negligence or willful misconduct.			party claims arising				
an obvious or potential misconduct.			from AMERITECH		acted with gross		
T			temporarily correcting				
When the CLECIT					misconduct.		
error, and/or CLEC's			error, and/or CLEC's				
failure to submit a			failure to submit a				
correcting service order,							
except where	1		except where				
AMERITECH acted			AMERITECH acted				
with gross negligence or			with gross negligence or				
willful misconduct.			willful misconduct.				
Should SBC be Schedule 9.2.9, Section Yes, because it is Schedule 9.2.9, Section SBC was still	13	Should SBC be	Schedule 9.2.9, Section	Yes, because it is	Schedule 9.2.9, Section	SBC was still	
held responsible 9.2.9.6.2: unsound public 9.2.9.6.2: considering		held responsible	<u>9.2.9.6.2</u> :	unsound public	<u>9.2.9.6.2</u> :	considering	
for intentional, policy to excuse Sage's proposed		for intentional,		policy to excuse		Sage's proposed	

	deliberate, or willful invasion of privacy or infringement of confidentiality associated with SBC's offer of OS/DA?	[CLEC] also agrees to release, defend, indemnify, and hold harmless SBC-AMERITECH from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-AMERITECH employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance. This will apply so long as the actions by SBC-Ameritech or its employees were not willful, intentional or deliberate.	SBC from liability for willful, intentional, or deliberate invasions of privacy or infringements of confidentiality. Indeed, Sage's proposed contract language is consistent with language commonly found in many tariffs, which typically maintain liability for willful, intentional, or deliberate acts.	[CLEC] also agrees to release, defend, indemnify, and hold harmless SBC-AMERITECH from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-AMERITECH employees and equipment associated with provision of the OS and DA Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services and Directory Assistance. This will apply so long as the actions by SBC-Ameritech or its employees were not willful, intentional or deliberate.	sentence at the end of the negotiations.	
		willful, intentional or				
14	Is it appropriate for SBC to credit Sage for trouble isolation costs charged to Sage if the parties	Article IX, Section 9.15.8: In response to a trouble ticket by CLEC where AMERITECH-ILLINOIS determines in	Yes. Sage's language is appropriate because it reasonably reimburses Sage	Article IX, Section 9.15.8: In response to a trouble ticket by CLEC where AMERITECH-ILLINOIS determines in error that	SBC was still reviewing Sage's language at the end of the negotiations.	

ultimately disc		for trouble	the trouble is in CLEC's	
that the trouble		isolation costs that	network or CLEC's end	
resided on SBC		Sage incurs when	users equipment or	
network?	equipment or	SBC initially	communications systems,	
	communications	determines that	and CLEC subsequently	
	systems, and CLEC	trouble resided on	finds the trouble resides in	
	subsequently finds the	Sage's network, but	AMERITECH ILLINOIS	
	trouble resides in	ultimately	network, CLEC will be	
	AMERITECH-	determines that the	credited for all	
	ILLINOIS network,	trouble resided on	AMERITECH ILLINOIS	
	CLEC will be credited	SBC's network.	trouble isolation costs of	
	for all AMERITECH-	Furthermore,	the original trouble ticket,	
	ILLINOIS trouble	Sage's language is	and if deemed necessary,	
	isolation costs of the	reasonable because	subsequent trouble tickets	
	original trouble ticket,	SBC agreed to this	warranted to the same	
	and if deemed necessary,	language with TDS	case of trouble. In	
	subsequent trouble	Metrocom, Inc	addition, CLEC may	
	tickets warranted to the		charge AMERITECH	
	same case of trouble. In		ILLINOIS after closing	
	addition, CLEC may		the trouble ticket, a	
	charge AMERITECH-		charge for trouble	
	ILLINOIS after closing		isolation, at a rate not to	
	the trouble ticket, a		exceed the tariffed	
	charge for trouble		amount that	
	isolation, at a rate not to		AMERITECH ILLINOIS	
	exceed the tariffed		could charge CLEC under	
	amount that		AMERITECH ILLINOIS'	
	AMERITECH-		tariff for the same service,	
	ILLINOIS could charge		provided that CLEC's	
	CLEC under		time for trouble isolation	
	AMERITECH-		must be reasonable in	
	ILLINOIS' tariff for the		relation to work actually	
	same service, provided		performed, and further	
	that CLEC's time for		provided that	
	trouble isolation must be		AMERITECH ILLINOIS	
	reasonable in relation to		may pay such charges to	
	work actually		CLEC my means of an	
	performed, and further		identifiable credit on	
	provided that		CLEC's account.	
	AMERITECH-			

ILLINOIS may pay	Schedule 9.2.2, Section
such charges to CLEC	<u>9.2.2.14.8</u> :
my means of an	
identifiable credit on	If the CLEC opens a
CLEC's account.	trouble ticket for the
	HFPL portion of the loop
Schedule 9.2.2, Section	to AMERITECH-
<u>9.2.2.14.8</u> :	ILLINOIS and the
	problem is determined to
If the CLEC opens a	be in the CLEC's network,
trouble ticket for the	the CLEC will pay
HFPL portion of the	AMERITECH ILLINOIS
loop to AMERITECH-	the applicable effective
ILLINOIS and the	tariffed rate for trouble
problem is determined	isolation, maintenance,
to be in the CLEC's	and repair (as specified in
network, the CLEC will	Section 9.2.2.14 above)
pay AMERITECH-	upon closing the trouble
ILLINOIS the	ticket. In response to a
applicable effective	trouble ticket initiated by
tariffed rate for trouble	CLEC where
isolation, maintenance,	AMERITECH ILLINOIS
and repair (as specified	determines in error that
in Section 9.2.2.14	the trouble is in CLEC's
above) upon closing the	network, and CLEC
trouble ticket. In	subsequently finds the
response to a trouble	trouble resides in
ticket initiated by CLEC	AMERITECH ILLINOIS
where AMERITECH-	network, CLEC will be
ILLINOIS determines in	credited for all
error that the trouble is	AMERITECH ILLINOIS
in CLEC's network, and	
CLEC subsequently	the original trouble ticket,
finds the trouble resides	and, if deemed necessary,
in AMERITECH-	subsequent trouble tickets
ILLINOIS network,	warranted to the same
CLEC will be credited	ease of trouble. In
for all AMERITECH-	addition, CLEC may
ILLINOIS trouble	charge AMERITECH-
isolation costs on the	ILLINOIS after closing

,	, , , , , , , , , , , , , , , , , , , ,
original trouble ticket,	the trouble ticket, a
and, if deemed	charge for trouble
necessary, subsequent	isolation, at a rate not to
trouble tickets	exceed the tariffed
warranted to the same	amount that
case of trouble. In	AMERITECH ILLINOIS
addition, CLEC may	could charge CLEC under
charge AMERITECH-	AMERITECH ILLINOIS'
ILLINOIS after closing	tariff for the same service,
the trouble ticket, a	provided that CLEC's
charge for trouble	time for trouble isolation
isolation, at a rate not to	must be reasonable in
exceed the tariffed	relation to the work
amount that	actually performed, and
AMERITECH-	further provided that
ILLINOIS could charge	AMERITECH ILLINOIS
CLEC under	may pay such charges to
AMERITECH-	CLEC by means of an
ILLINOIS' tariff for the	identifiable credit on
same service, provided	CLEC's account. If either
that CLEC's time for	Party disagrees with the
trouble isolation must be	applicable charge
reasonable in relation to	assessed, the
the work actually	determination of the
performed, and further	appropriate charge will be
provided that	subject to the dispute
AMERITECH-	resolution provisions of
ILLINOIS may pay	this Agreement.
such charges to CLEC	
by means of an	
identifiable credit on	
CLEC's account. If	
either Party disagrees	
with the applicable	
charge assessed, the	
determination of the	
appropriate charge will	
be subject to the dispute	
resolution provisions of	
this Agreement.	

15	Should SBC	Article IX, Section 9.4.5:	Yes. Sage	Article IX, Section 9.4.5:	SBC was still	
13	provide access to	rittele 171, Section 7. 1.3	respectfully urges	rittele 171, Section 7. 1.5.	reviewing Sage's	
	unbundled local	Access to IntraLATA	the Commission to	Access to IntraLATA	language at the	
	switching with	Transmission	approve Sage's	Transmission Capabilities	end of the	
	unbundled shared	Capabilities	proposed language	Transmission Capacinities	negotiations.	
	transport for local	Capabilities	as it incorporates	9.4.5.1 SBC Ameritech	negotiations.	
	and intraLATA	9.4.5.1 SBC Ameritech	SBC's obligations	Illinois shall provide		
	traffic?	Illinois shall provide	under its merger	CLEC access on an		
	tiuliio.	CLEC access on an	conditions, as	unbundled basis to the		
		unbundled basis to the	confirmed by a	intraLATA interexchange		
		intraLATA	recent order by	transmission capabilities		
		interexchange	FCC on this	of SBC Ameritech		
		transmission capabilities	specific issue.	Illinois' existing network		
		of SBC Ameritech	1	as and to the extent		
		Illinois' existing network		required by FCC rules and		
		as and to the extent		orders, including the		
		required by FCC rules		Forfeiture Order		
		and orders, including		("IntraLATA		
		the Forfeiture Order		Transmission		
		("IntraLATA		Capabilities"). As used		
		Transmission		herein, "IntraLATA		
		Capabilities"). As used		Transmission		
		herein, "IntraLATA		Capabilities" includes the		
		Transmission		L PIC Ability as defined		
		Capabilities" includes		in paragraph 9.4.5.2.		
		the L-PIC Ability as				
		defined in paragraph		9.4.5.2 In conjunction		
		9.4.5.2.		with CLEC's purchase of		
				an unbundled local circuit		
		9.4.5.2 In conjunction		switching (ULS) port with		
		with CLEC's purchase		unbundled shared		
		of an unbundled local		transport from SBC		
		circuit switching (ULS)		Ameritech Illinois under		
		port with unbundled		the Agreement and as and		
		shared transport from		to the extent required by		
		SBC Ameritech Illinois		FCC rules and orders		
		under the Agreement		(including the Forfeiture		
		and as and to the extent		Order), SBC Ameritech		
		required by FCC rules		Illinois shall specifically		
		and orders (including		make available, upon a		

the Forfeiture	Order),	ULS port specific request,	
SBC Ameritech	Illinois	the ability to route over	
shall specifically	make	SBC Ameritech Illinois'	
available, upon	a ULS	existing network "1+"	
port-specific requ	est, the	intraLATA calls	
ability to route	over	originating from the ULS	
SBC Ameritech 1	llinois'	port ("L PIC Ability").	
existing network	"1+"	The L PIC Ability will be	
intraLATA	calls	provided from SBC	
originating from	n the	Ameritech Illinois'	
ULS port ('	L-PIC	originating end office	
Ability"). The	L-PIC	where the ULS port is	
Ability will be pr	ovided	being provided, and	
from SBC Am		consists of use of SBC	
Illinois' originatir	g end-	Ameritech Illinois'	
office where the	ULS	existing intraLATA	
port is being pr		interexchange	
and consists of	use of	transmission facilities	
SBC-Ameritech	llinois'	using the same routing	
	LATA	tables and network	
interexchange		facilities, including	
	cilities	interexchange trunk	
using the same		groups and tandem	
	etwork	switching, as intraLATA	
	cluding	toll calls originated from	
interexchange	trunk	the same end office by	
groups and t		SBC Ameritech Illinois'	
switching, as intra		retail end user customers	
toll calls originate		for whom SBC Ameritech	
the same end-of		Illinois is the	
SBC Ameritech 1	llinois'	presubscribed intraLATA	
retail end	user	toll carrier. The L-PIC	
customers for		Ability shall be made	
SBC Ameritech		available through the use	
is the presubs		of CLEC of SBC	
intraLATA toll of		Ameritech Illinois'	
The L-PIC Abilit		routing code or, if the	
	ailable	means exists and are	
through the u		enabled by SBC	
CLEC of	SBC	Ameritech Illinois to use	

Ameritech Illinois'	CLEC's Carrier	
routing code or, if the	Identification Code (CIC)	
means exists and are	instead of SBC Ameritech	
enabled by SBC	Illinois' code, then using	
Ameritech Illinois to use	CLEC's CIC.	
CLEC's Carrier		
Identification Code	9.4.5.3 In addition to	
(CIC) instead of SBC	other applicable charges,	
Ameritech Illinois' code,	including charges for the	
then using CLEC's CIC.	ULS port and usage	
	records, the rates	
9.4.5.3 In addition to	applicable to unbundled	
other applicable	shared transport shall also	
charges, including	apply to the use of the L-	
charges for the ULS	PIC Ability. The blended	
port and usage records,	transport usage sensitive	
the rates applicable to	rate applies to calls	
unbundled shared	originating from a ULS	
transport shall also	port and will apply in	
apply to the use of the L-	addition to ULS usage	
PIC Ability. The	sensitive rates, if any.	
blended transport	The blended transport rate	
usage-sensitive rate	accounts for portions of	
applies to calls	SBC Ameritech Illinois'	
originating from a ULS	network used to transport	
port and will apply in	calls and encompasses use	
addition to ULS usage-	of the network including	
sensitive rates, if any.	non conversation time,	
The blended transport	and accounts for both	
rate accounts for	tandem and direct routed	
portions of SBC	traffic. Any other use of	
Ameritech Illinois'	the IntraLATA	
network used to	Transmission Capabilities	
transport calls and	shall be requested, and	
encompasses use of the	associated terms,	
network including non-	conditions, and rates	
conversation time, and	established, through the	
accounts for both	bona fide request process	
tandem- and direct-	(or its similar counterpart)	
routed traffic. Any	set forth in the	

other use of the	Agr	reement, unless such	
IntraLATA	use	is otherwise already	
Transmission	pro	vided for in this	
Capabilities shall be	Agr	eement.	
requested, and			
associated terms,	9.4.	5.4 CLEC has the sole	
conditions, and rates	resp	onsibility for entering	
established, through the	inte	arrangements with	
bona fide request	tern	ninating carriers for	
process (or its similar	traf	fic originated by	
counterpart) set forth in	CLI	EC's customers,	
the Agreement, unless	inel	uding those carried on	
such use is otherwise	the	<u>IntraLATA</u>	
already provided for in	Tra	nsmission	
this Agreement.	Cap	pabilities. CLEC must	
	inde	emnity and defend	
9.4.5.4 CLEC has the		C Ameritech Illinois	
sole responsibility for	agai	inst any claims and/or	
entering into		nages that may result	
arrangements with		n the transmission of	
terminating carriers for	sucl	h traffic of any other	
traffic originated by	carr	iers.	
CLEC's customers,			
including those carried	9.4.	5.5 CLEC is and will	
on the IntraLATA	rem	ain solely liable and	
Transmission		oonsible for any	
Capabilities. CLEC		ninating compensation	
must indemnity and	cha	rges applicable to	
defend SBC Ameritech		fic originating with	
Illinois against any		h ULS ports, including	
claims and/or damages		traffic carried by the	
that may result from the		aLATA Transmission	
transmission of such		pabilities, including	
traffic of any other		h charges that are	
carriers.		able to third party	
		riers and SBC	
9.4.5.5 CLEC is and will		eritech Illinois for the	
remain solely liable and		nination of such traffic	
responsible for any		their respective end	
terminating	user	rs, as applicable. The	

compensation charges	foregoing provisions of	
applicable to traffic	this Paragraph 9.4.5 shall	
originating with such	not prejudice or otherwise	
ULS ports, including the	affect any position that	
traffic carried by the	either Party may take on	
IntraLATA	the application of	
Transmission	terminating access	
Capabilities, including	charges in any subsequent	
such charges that are	negotiation, arbitration, or	
payable to third party	otherwise.	
carriers and SBC		
Ameritech Illinois for	9.4.5.6 SBC Ameritech	
the termination of such	Illinois' offer of	
traffic to their respective	IntraLATA Transmission	
end-users, as applicable.	Capabilities, is not, and	
The foregoing provisions	shall not in any way be	
of this Paragraph 9.4.5.5	construed to be, an	
shall not prejudice or	admission by SBC	
otherwise affect any	Ameritech Illinois or any	
position that either	of its affiliates that any	
Party may take on the	one of them has acted	
application of	wrongfully and/or	
terminating access	unlawfully in any manner.	
charges in any	SBC Ameritech Illinois'	
subsequent negotiation,	offer of IntraLATA	
arbitration, or	Transmission Capabilities	
otherwise.	shall not be construed in	
	any proceeding as a	
9.4.5.6 SBC Ameritech	present or past admission	
Illinois' offer of	of liability; shall not in	
IntraLATA	any way be used as proof	
Transmission	or evidence in any	
Capabilities, is not, and	proceeding on whether	
shall not in any way be	SBC Ameritech Illinois	
construed to be, an	previously was required	
admission by SBC	by law to provide such	
Ameritech Illinois or	Capabilities; and shall not	
any of its affiliates that	be used as proof or	
any one of them has	evidence that SBC	
acted wrongfully and/or	Ameritech Illinois should	

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		unlawfully in any		be required under the		
		manner. SBC		Agreement, or otherwise		
		Ameritech Illinois' offer		to continue to provide		
		of IntraLATA		unbundled local circuit		
		Transmission		switching, unbundled		
		Capabilities shall not be		shared transport, or such		
		construed in any		Capabilities.		
		proceeding as a present				
		or past admission of				
		liability; shall not in any				
		way be used as proof or				
		evidence in any				
		proceeding on whether				
		SBC Ameritech Illinois				
		previously was required				
		by law to provide such				
		Capabilities; and shall				
		not be used as proof or				
		evidence that SBC				
		Ameritech Illinois				
		should be required				
		under the Agreement, or				
		otherwise to continue to				
		provide unbundled local				
		circuit switching,				
		unbundled shared				
		transport, or such				
		Capabilities.				
16	Should the contract	Article IX, Section 9.2.7.9	No, because the	Article IX, Section 9.2.7.9	SBC was still	
	contain language that	and Schedule 9.2.9,	language is	and Schedule 9.2.9,	reviewing Sage's	
	outlines a process for	Section 9.2.9 (third	unnecessary as	Section 9.2.9 (third	language at the	
	migrating from	paragraph):	between Sage and	paragraph):	end of the	
	OS/DA ordered	haraBrahm,	SBC.	haraStabit.	negotiations.	
	through SBC's tariff	In the event SBC Illinois	220.	In the event SBC Illinois		
	to OS/DA ordered	lawfully ceases to make		lawfully ceases to make		
	through the contract?	OS/DA available as		OS/DA available as		
		UNEs pursuant to tariff		UNEs pursuant to tariff		
		during the term of this		during the term of this		
		Agreement but SBC		Agreement but SBC		
		Illinois remains obligated		Illinois remains		
	L	minois iemanis oongated		innois i chianis		

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	by the Illinois Commerce	obligated by the Illinois	
	Commission to make	Commerce Commission	
	OS/DA available as	to make OS/DA	
	UNEs pursuant to	available as UNEs	
	interconnection	pursuant to	
	agreements, the parties	interconnection	
	shall treat this occurrence	agreements, the parties	
	as a Change in Law event	shall treat this	
	under Section 29.3 of this	occurrence as a Change	
	Agreement and negotiate	in Law event under	
	an appropriate	Section 29.3 of this	
	amendment within 60	Agreement and	
	days. If AT&T is	negotiate an appropriate	
	purchasing OS and DA as	amendment within 60	
	UNEs from an SBC	days. If AT&T is	
	Illinois tariff at the time	purchasing OS and DA	
	SBC lawfully ceases to	as UNEs from an SBC	
	make OS/DA available as	Illinois tariff at the time	
	UNES pursuant to tariff	SBC lawfully ceases to	
	during the term of this	make OS/DA available	
	Agreement yet remains	as UNES pursuant to	
	obligated to provide OS	tariff during the term of	
	and DA as UNEs at	this Agreement yet	
	Commission approved	remains obligated to	
	TELRIC rates, SBC shall	provide OS and DA as	
	continue to provide OS	UNEs at Commission-	
	and DA to AT&T as	approved TELRIC	
	UNEs at Commission	rates, SBC shall	
	approved rates, terms and	continue to provide OS	
	conditions until such time	and DA to AT&T as	
	as the Illinois Commerce	UNEs at Commission-	
	Commission approves the	approved rates, terms	
	parties' amendment and	and conditions until	
	such amendment becomes	such time as the Illinois	
	effective.	Commerce Commission	
		approves the parties'	
		amendment and such	
		amendment becomes	
		effective.	
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